

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF MISSOURI

In RE:)
)
Francisco Armando Sherman,) Case No. 05-47025-JWV
)
Debtor.)
)
Francisco Armando Sherman,)
)
Plaintiff,)
)
vs.) Adversary No. 05-04166-JWV
)
MOHELA, Sallie Mae, Inc., US)
Department of Education, Student)
Loan Marketing Association,)
American Education Services/Key)
Corporate Trust, Colorado Student)
Loans, Education Resources)
Institute dba TERI, Missouri)
Department of Higher Education,)
NELNET, Wells Fargo Bank, and)
Educational Credit Management)
Corporation,)
)
Defendants.)
)

ANSWER OF ECMC

Educational Credit Management Corporation ("ECMC") answers the complaint as follows:

1. Any and all allegations contained in the complaint which are not specifically admitted are hereby denied..

2. ECMC admits that determination of dischargeability of student loan debts is a core proceeding and has no reason to believe the remaining allegations in paragraph 1 of the complaint are incorrect.

3. ECMC is without sufficient information or knowledge to admit or deny the allegations contained in paragraphs 2, 3, 4, 5, 6, 7, 8, 9, 10 or 11 of the complaint, but has no reason to believe the information is incorrect.

4. ECMC has not been provided with plaintiff's schedules, but has no reason to believe that student loan debt was not reflected in those schedules, as alleged in paragraph 12 of the complaint.

5. As to paragraph 13 of the complaint, ECMC states that it is an entity within 11 U.S.C. § 523 and it is being assigned four notes from the Missouri Higher Education Loan Authority with an estimate principal balance of \$45,115.

6. With regard to paragraph 14 of the complaint, plaintiff is indebted to ECMC as described above.

7. ECMC admits the allegations contained in paragraph 15 of the complaint.

8. With regard to paragraphs 16, 17, 18 and 19 of the complaint, ECMC is without sufficient information or knowledge to admit or deny the allegations. However, ECMC will issue discovery to ascertain the truth of the matters asserted.

WHEREFORE, ECMC requests that plaintiff take nothing by his complaint, for its costs and expenses incurred herein and for any and all other relief which the court deems just and equitable.

/s/ N. Larry Bork

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CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of December, 2005, a true and correct copy of the above and foregoing was sent electronically using the CM/ECF system or deposited in the United States mail, postage prepaid, addressed to:

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/s/ N. Larry Bork
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